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Pine Valley Central School District
And Pine Valley Teachers Assn

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AGREEMENT

between

PINE VALLEY TEACHERS' ASSOCIATION

and

**BOARD OF EDUCATION
PINE VALLEY CENTRAL SCHOOL DISTRICT**

1995-2000

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

This Agreement entered into this 8th day of September, 1993, by and between the Board of Education of the Pine Valley Central School District, hereinafter called the "Board," and the Pine Valley Teachers' Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Pine Valley is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the instructional unit accept employment voluntarily within the Pine Valley Central School District and are qualified to assume the responsibilities of such employment, and

WHEREAS, each individual member of the instructional unit is committed to the job of providing the best possible teaching, both within and outside the classroom, by procedure of lecture, discussions, directions, cooperation, leadership, example, or combination of one or more of the preceding, and

WHEREAS, the satisfactory completion of said commitment to the best of each individual's ability is the goal of every instructional unit employee, and

WHEREAS, the members of the teaching profession are qualified to assist in the development of proposals, programs, and procedures designed to improve educational standards for Board consideration and action, and

WHEREAS, the Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act), to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, In consideration of the following mutual covenants, it is hereby agreed as follows:

RECOGNITION

The Pine Valley Central Board of Education, having determined that the Pine Valley Teachers' Association is supported by a majority of the personnel in the instructional unit, hereby recognizes the Pine Valley Teachers' Association as the exclusive negotiating agent for the teachers in such unit. Such recognition shall extend for the maximum period provided by law. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this agreement.

400.0 Commitment to the Student

- 400.1 All instructional unit personnel will deal justly and considerately with each student.
 - 400.11 Confidential information about a student or his home will be used in a professional manner.
 - 400.12 Conduct conferences which will assist each student to progress at a level closer to his ability, aptitude, and achievement potentials.
 - 400.13 Take no reprisals against any student by reason of question or complaint raised by the parents or guardian.
 - 400.14 Recognize that the primary factor for the existence of the Pine Valley Central School District is the education of students in curricular, co-curricular, and other activities provided by the school.
 - 400.15 Receive, correct, make suggestions and return tests, term papers, and other tangible written materials required of the student by the teacher within a reasonable time after the item(s) is received from the student. Final examinations and Regents examinations excepted.
 - 400.16 All homework assignments must be corrected by the teacher or reviewed with the student individually, in small groups, and/or as a class.
 - 400.17 Review with the student, individually, in small groups, and/or as a class, those tests which constitute a part of the student's report card mark. Final examinations and Regents Examinations excepted.

401.0 Hiring of Teachers

When practicable, the Board will hire only provisionally or permanently certified teachers.

402.0 Health Requirements

The cost, if any, of physical and mental examinations required by the District shall be borne, as follows:

- 402.1 Tuberculosis examinations - District will bear full cost.
- 402.2 Biennial physical examinations shall be on a voluntary basis. The District will bear the full cost if done by school physician; up to sixty-five (\$65.00) dollars beyond what is paid by the employee's insurance carrier if done by physician of employee's choice. To be eligible for payment, the teacher must submit the physician's bill to the hospitalization insurance carrier for reimbursement.
- 402.3 Instructional employees with physical or mental health problems that interfere with their capacity to perform assigned duties or their relationship to the students and/or co-workers may be required to present evidence that they are in good physical and mental health. The Board of Education may require additional examinations by one or more regularly licensed physicians if, in its opinion, such examinations are necessary for additional information.
 - 402.31 The cost of such additional examinations shall be borne by the Board of Education.
 - 402.32 Treatment and correction of conditions, as specified by one or more professional consultants, shall be required before the individual resumes his school duties and responsibilities.

403.0 Appointment

- 403.1 No tenured teacher will be dismissed without just cause. This paragraph shall not apply to any case processed under Education Law §3020-a or any like statute or amendment which provides for a binding award.

- 403.2 No probationary teacher will be dismissed without just cause during his probationary period. This clause has no application to action taken by the District at the end of a teacher's probationary period.

404.0 Assignment

- 404.1 Instructional personnel are assigned by the Superintendent to the school or subject area where the needs of the school system will best be met.
- 404.11 Every reasonable effort shall be made to assign teachers to their preferred grade level or subject field.
- 404.12 The schedules of teachers during the school day will be determined by the Principal of the school involved.

405.0 Hours of Duty

- 405.1 The teachers shall observe the hours prescribed by the Board of Education for the opening and closing of school, provided that no teacher work day will begin more than fifteen (15) minutes prior to the beginning of the student day nor end more than thirty (30) minutes after the end of the student day, except as hereinafter provided.
- 405.11 On the last day of the week, teachers may leave after the buses have departed to transport pupils home at the close of the school session.
- 405.12 Teachers will be required to remain at school two (2) school days per week for up to fifty-five (55) minutes beyond the end of the student day for purposes of academic assistance to students. When no student remains beyond the end of the student day for academic assistance from a teacher, that teacher's work day will end as provided in Section 405.1.
- Teachers may be required to remain at school one additional day per week for up to fifty-five (55) minutes beyond the end of the student day for general or departmental faculty meetings, provided that a teacher not scheduled for such a meeting shall be governed by the provisions of 405.1 or 405.11, whichever is applicable. Except in cases beyond the District's control, no more than three (3) such meetings will be held in any one month. The appropriate administrator will provide at least two (2) school days advance notice of general or departmental meetings and will provide an advance tentative agenda at least twenty-four (24) hours prior to said meetings except where the circumstances make such advance notice unreasonable.
- 405.13 The teacher work day shall not apply to extra-curricular activities.
- 405.14 Elementary classroom teachers shall schedule at least two (2) parent conferences during the school year with each child's parents. If the scheduled conference is postponed by the parent, the teacher will make a reasonable effort to reschedule it.
- 405.141 These conferences are to be scheduled with one after approximately ten (10) weeks of school and one after approximately thirty (30) weeks of school.
- 405.142 If the teacher is unable to get the parent(s) to come in for a conference, the teacher shall refer the matter to the principal.
- 405.15 Any teacher enrolled in a course needed for certification or for advancement on the salary schedule will be dismissed prior to the end of his normal workday in sufficient time to meet his attendance commitments for the course provided:
- (1) The institution is located within fifty (50) miles of the school in which he normally works,
 - (2) The teacher has provided written evidence of enrollment in the said course to his building principal, and the building principal approves,

- (3) The early dismissal will not occur during a scheduled class, and
 - (4) The course is scheduled to begin within one (1) hour of the end of the teacher's normal workday.
- 405.2 When not engaged in actual classroom teaching during "on-duty" hours, teachers are expected to devote such time to preparation for future instruction, evaluation of pupils' work, conferences with parents and students, or other reasonable assignments required by the principal.
- 405.21 All instructional unit personnel are required to attend the Open House Program, if one is held in the District.
- 405.22 The taking of attendance shall be the responsibility of the teacher; but, the keeping of attendance registers is not the teacher's responsibility.
- 405.3 Two (2) complete school days or four (4) half (1/2) school days or combination thereof shall be set aside in the school calendar each year at which time students will be dismissed and the instructional staff will work in the development and evaluation of the school curriculum. If the number of days of actual instruction in any school year is reduced because of an extreme emergency such as adverse weather, fuel shortages, or epidemic, one or more of these days may be converted to days of actual instruction.
- 405.4 Advisors to school student organizations are automatic chaperones for their respective organization activities and must be present at all functions and events of the organizations.
- 405.5 Elementary teachers will be provided four (4) half (1/2) days for parent-teacher conferences for evaluation of students, to be scheduled at the discretion of the Superintendent. Conferences not completed during these half (1/2) days will be conducted by the teacher within the time limit set by the elementary principal. If the number of days of actual instruction in any school year is reduced because of adverse weather or fuel shortages, one or more of these days may be converted to days of actual instruction.
- 405.6 Bus loading duty will be assigned from a continuing roster, i.e., a roster carrying over from year to year. New teachers will be placed at the top of the roster beginning with the second semester of their employment. Teachers who are assigned bus duty will be rotated each semester. During the semester in which a teacher is assigned bus duty, the teacher shall not be assigned to hall duty.
- 405.7 Elementary teachers shall be given time without assignment for grading of standardized tests. Such time will be in addition to normal planning time. Allotted time will be agreed upon by the teachers involved and the administration.

406.0 Vacation and Length of School Year

- 406.1 Instructional personnel are responsible for assigned duties within the time period appearing on the "Notice of Salary."
- 406.2 Instructional personnel who receive a "Notice of Salary" of ten (10) months duration perform their assigned duties on the basis of the school calendar.
- 406.3 Instructional personnel who receive a "Notice of Salary" of eleven (11) months duration perform their assigned duties for the eleven (11) months indicated on the "Notice of Salary," on the basis of the fiscal year calendar.
- 406.31 The one month not included in the "Notice of Salary" shall constitute the instructional employee's summer vacation.
- 406.4 Instructional personnel who receive a "Notice of Salary" of twelve (12) months duration perform their assigned duties on the basis of the fiscal year calendar.

406.41 Instructional employees who receive a "Notice of Salary" of twelve (12) months duration shall be allotted two (2) calendar weeks vacation during the summer within the dates specified on the Salary Notice.

- 406.5 There shall be no more than one hundred eighty-six (186) teacher work days each year, including conference days and curriculum days provided in Section 407.5 of this Agreement. If a teacher is required to work in excess of this provision, he will be compensated at the rate of one-one hundred eighty-sixth (1/186) of his annual salary for each day in excess thereof; if a teacher is absent without provision for paid leave under this Agreement, he will lose one one hundred eighty-sixth (1/186) of his annual salary for each day absent. At least twenty-five (25) days prior to the adoption of the school calendar for the next school year, the Superintendent will provide the Association President with a copy of the tentative calendar.

At least fifteen (15) days prior to the adoption of the school calendar for the next school year, the Superintendent will meet with the officers of the Association for the purpose of reviewing and discussing the tentative calendar.

407.0 Professional Growth and Development

- 407.1 The continuous improvement in education practices requires that all certified personnel devote some time and effort to professional growth and development.
- 407.2 Participation in curriculum study and revision is a responsibility of all certified employees. It is based on the assumption that such study is most effective when conducted as a cooperative enterprise involving teachers and administrators.
- 407.3 Members of the instructional staff are required to attend all regular and special meetings with which they are concerned and any which are called by a principal or the Superintendent. Specific permission must be obtained from the principal or Superintendent in the event a teacher is unable to attend.
- 407.4 Each certified employee is granted one day each year to visit other schools for purposes of observation without loss of pay. Arrangements are to be made with the principal in advance of such visitation. A brief written report of this visitation is to be filed with the Superintendent.
- 407.5 Absence may be authorized by the Board of Education for certified personnel to attend local, state, or national meetings or conferences. Authorization for such absences shall be recommended by the Superintendent.
- 407.51 Certified personnel sent to such meetings or conferences on business of the Board of Education shall be considered assigned to duty with full payment of salary.
- 407.52 Any school employee attending a conference or meeting outside the school district during regular hours of employment and/or at school district expense is required to file a written report of each conference with the Superintendent.

408.0 Teacher Evaluation

- 408.1 All evaluations will be conducted by Administrators and Supervisors who are certified personnel.
- 408.2 All observations, monitorings, and evaluations of a teacher's work performance will be conducted openly. Technological surveillance devices are prohibited from being utilized in the monitoring or observation of the work performance of an instructional employee.
- 408.3 All observation, monitoring or evaluation reports must first be shown to the person observed, monitored, or evaluated before they become a part of that person's personnel file.
- 408.4 All observation, monitoring, or evaluation reports that are a part of a teacher's file will be processed in the following manner
- 408.41 The teacher will be shown report as per 408.3.

- 408.42 The teacher will be asked to sign report to indicate that he or she has seen the report.
- 408.43 The teacher will have the opportunity to answer or make other written comments on the report.
- 408.44 The Administrator and/or Supervisor will sign along with the teacher to indicate that he or she has read the teacher's answer and/or comments.
- 408.45 The report will then become a permanent part of the teacher's personnel file.
- 408.46 All conferences between a teacher and administrator or supervisor concerning evaluations of a teacher's work performance shall take place in private office space.
- 408.47 The administration shall provide each tenured teacher with a classroom observation and a written follow-up evaluation of that observation at least once a year. The administration shall provide each probationary teacher with at least three (3) classroom observations and a written follow-up evaluation for each of those observations in each probationary year. No probationary teacher shall be evaluated in writing prior to the end of the second month of the teacher's first probationary year. The first written evaluation and classroom observation for any probationary year shall be given after one week's notice to the individual teacher. Any subsequent classroom observation may be made at the discretion of the administration without prior announcement of the observation.

409.0 Absence

- 409.1 Instructional personnel should not leave the school building at any time during the school day without the principal's knowledge.
 - 409.11 Arrangements for educational trips are made with the consent and at the discretion of the principal. The District will attempt to distribute field trip opportunities in the elementary school on an equitable basis.
- 409.2 Instructional personnel must notify their principal of their temporary absence from school for illness. Such notice should be given the preceding day, if possible, or by 7:00 a.m. of the day of the absence.
 - 409.21 In cases of absence the teacher shall provide lesson plans, class rolls, and other such materials as will guide the substitute in carrying on each program.
- 409.3 The term "sick leave" is construed to mean the automatic leave of absence granted to regular instructional employees of the district whenever such absence is the result of personal illness or physical disability occurring to said employee.
 - 409.31 Instructional personnel shall be entitled to ten (10) days sick leave per school year.
 - 409.32 Any employee who does not use the full amount of sick leave allowed in any school year shall be allowed unlimited accumulation and use of such sick leave, if needed.
 - 409.33 Absence on Saturdays, Sundays, holidays, emergency closing days or any vacation day shall not be charged against sick leave.
 - 409.34 Instructional personnel who are absent from duty because of a legally established quarantine, which they took reasonable precaution to avoid, are entitled to the same salary consideration as though they were personally ill. The absence shall be counted as sick leave.
 - 409.35 Sick leave may be used only for personal sickness, injury, or physical disability.
 - 409.36 When an instructional employee probably will be absent for an extended period of time, he should furnish to the Superintendent a statement from his physician indicating an estimate of the length of absence.

- 409.37 Each employee shall furnish satisfactory proof of necessity for sick leave if such proof is requested by the Superintendent.
- 409.38 No instructional personnel shall lose accumulated number of days sick leave by reason of being on a leave of absence nor shall additional sick leave accumulate while the employee is on any leave of absence.
- 409.39 An instructional employee who exceeds any accumulated sick leave shall be permitted to opt for one of the following:
- (1) When an instructional employee exceeds accumulated sick leave, that employee shall receive the difference of his/her salary and the salary of a substitute, hired or not, for a period of ninety (90) calendar days in any school year. The difference in salary between employee and substitute will apply to personal illness only provided however, for purposes of this computation only, the substitute pay deducted shall not exceed one one hundred eighty-sixth ($1/186$ th) of the teacher's starting salary, per day.
 - (2) Sick Leave Bank. The Sick Leave Bank shall be administered and utilized in accordance with the following procedures:
 - (A) Each tenured teacher in the bargaining unit who has accumulated twenty (20) days of sick leave is eligible to voluntarily become a member of the Bank provided he/she does so within thirty (30) days of the execution of this Agreement, or within thirty (30) days after he/she first accumulates twenty (20) days of sick leave.
 - (B) Each member of the Bank will contribute up to a maximum of two (2) sick days per year to maintain membership in the Bank. Sick days contributed will be deducted from each member's accumulated sick leave.
 - (C) The maximum number of usable days from the Sick Bank may not exceed two hundred (200) days in any school year. By September of each school year, each member of the Bank will be notified by the Association of the number of days he/she must contribute to maintain membership for that year. These days will be in multiples of one-half ($1/2$) day. For ease of accounting, fifty (50) days beyond the two hundred (200) day usability level per year may be on deposit. However, these days cannot be utilized once the two hundred (200) usable day level is reached. It will be the responsibility of the Association to explain the working of the Sick Leave Bank to the employees and to determine each year the number of sick days to be contributed to the Bank and to determine from which employees these contributions shall be made.
 - (D) If an employee in the unit fails to become a member at the first opportunity outlined above or withdraws from the Sick Leave Bank, that employee shall not be eligible to join or rejoin. Notice of withdrawal by the employee for any year shall be given to the Association President by September 10th of any school year.
 - (E) A list of members of the Bank shall be compiled and posted at the inception of the Bank and annually thereafter by the Association after double checking its records with the District Clerk, with posting to take place no later than October 15th of each school year.
 - (F) The maximum number of days which a member may draw from the Bank in each school year shall be one hundred (100) days, provided there is a Bank balance of usable days to allow this.
 - (G) A member of the Bank will be granted the use of sick days on the condition that the member exhausted all of his/her current and accumulated sick days and that the sick days are to be used for personal illness and that such illness must have continued for at least five (5) school days after the employee's own sick days have been exhausted. Claims for use of the Sick Leave Bank are to be presented to the District by the Association and, if

more than one claim is made and there is not an available number of usable sick days on deposit to cover these claims, it is the responsibility of the Association to determine which claim or claims should be honored up to the limit of the usable number of sick days. A claim must be accompanied by a physician's statement at the time the claim is submitted to the Association.

- (H) Determinations made by the Association with respect to which claim or claims are to be honored shall not be grievable.

409.4 Allowances for illness and/or bereavement in the immediate family will be permitted without loss of salary, subject to the following conditions:

409.41 An allowance of a maximum three (3) days per year for illness in the immediate family will be permitted.

409.411 The Board of Education interprets "members of the immediate family" for family illness to include the following: spouse, mother, father, son, daughter, adopted child, brother, sister, grandparents, stepchild residing with the teacher, or in-laws of the same category.

409.42 Bereavement leave shall be granted in accordance with the following:

409.421 Five (5) days will be allowed for the death of a teacher's spouse, parent, child, adopted child or stepchild residing with the teacher.

409.422 Three (3) days will be allowed for the death of a teacher's brother, sister, or grandparents. Three (3) days will be granted for in-laws of the same category.

409.423 This provision should not be interpreted as an automatic granting of bereavement leave solely because of the death of a member of the immediate family. It should be used only when it is necessary to be absent from school because of the funeral, funeral arrangements, or travel to and from the funeral.

409.5 Instructional employees shall be allowed three (3) personal days each year without loss of salary. These days shall not be deducted from annual sick leave. Each individual employee who does not use the allowed personal days will have the unused personal day or days added to the employee's accumulated sick leave. Except in an emergency, a teacher will request use of a personal day not later than the end of the school day prior to the day for which leave is requested. Notification should be given three (3) school days in advance, whenever possible.

409.51 Personal days will be disallowed when requested for any of the three (3) school days before or after a holiday or vacation except those requested and approved by the appropriate Building Principal three (3) school days in advance of the absence, whenever possible.

409.511 Requests for personal days the day or days before or after a holiday or vacation will be refused when used for vacations, recreation, hunting, fishing, attendance at athletic events, social affairs, inclement weather, and absence as a result of outside employment or position not directly associated with the school.

409.512 The administration may waive the three (3) day advance notification when an accident occurs involving property damage extensive enough to prohibit the employee from fulfilling his "on-duty" hours.

409.513 The administration may approve or deny a request for personal day absences the day or days before or after a holiday or vacation for reasons not listed in 409.511.

409.6 Teachers who are designated by the Association to attend conferences of the Chautauqua County Teachers' Association, New York State United Teachers, the American Federation of Teachers and other conferences related to the Pine Valley Teachers' Association shall be granted such leave without loss of salary in order to discharge their obligation as delegates to such conferences. Such leaves shall not be charged against sick leave or personal leave

days. The number of such delegates shall not at any one time exceed five (5%) percent (of the next highest rounded number) of the total certified staff, nor shall the total accumulated numbers of days exceed ten (10) in any one school year.

409.61 Any expense incurred by instructional personnel for attendance at such conferences will be paid by the Pine Valley Teachers' Association.

410.0 Leaves of Absence

410.1 Leaves of absence may be authorized only by the Board of Education, upon recommendation of the Superintendent, and only as provided by these rules and regulations and within the provision of the New York Law governing such leaves.

410.11 Application for leave of absence or an extension or renewal thereof must be made in writing to the Superintendent, stating the purpose of the leave, period of the leave, and should be accompanied by specific supporting statements concerning the need or desirability of the leave of absence.

410.12 A leave of absence shall be used essentially and primarily for the purposes stated by the instructional employee in the application which was approved by the Superintendent and for which the leave was granted by the Board of Education.

410.13 The Superintendent may grant leave for a period not to exceed five (5) school days.

410.131 All other leaves of absence must be granted by a special action of the Board of Education.

410.132 Failure on the part of any instructional employee to secure a grant for a leave of absence, before absenting himself from his assigned duties, may be considered as a resignation of that employee from the teaching staff of the school district.

410.14 Leaves of absence will not be granted if, in the opinion of the Superintendent, it will have adverse effect on the program of the school.

410.15 Scheduled increments, adjustments in salary, and retirement credit are not allowed during leaves of absence except as provided in the sabbatical leave provisions.

410.16 If the employee on leave of absence desires to be reassigned to duty with the Board of Education, following the termination of such leave of absence, a statement of intent must be made in writing to the Superintendent at least sixty (60) days before the expiration of the leave. The statement of intent will be submitted to the Board of Education by the Superintendent.

410.17 Upon return to service, the employee shall resume the contract status which he held prior to the leave of absence. The returning employee shall have all rights granted under the conditions of the Transfer Procedures.

410.2 Maternity leave shall be granted in accordance with the following procedure:

410.21 Except in cases of emergency, no later than the thirtieth (30th) consecutive day prior to the date a pregnant teacher desires to begin a maternity leave, she shall give written notice to the Superintendent stating the time she desires to begin her maternity leave. This notice shall be accompanied by a statement from her attending physician which states the anticipated date of delivery and that her condition will not interfere with the performance of her normal duties. The teacher shall present an updated physician's statement if a substantial change should occur in the physician's initial prognosis.

410.22 The maternity leave as verified by her physician, will begin at the time selected by the teacher. It will end when the teacher's condition, as verified by a statement from her physician, is such that the teacher's condition will not interfere with the performance of her normal duties.

- 410.23 If the teacher returns to work as soon as her condition permits her to perform her full duties, she shall be entitled to return to her former position unless it has been abolished; in which case, she shall be entitled to a vacant position in her tenure area for which she is fully qualified.
- 410.3 Any instructional employee may be granted a leave of absence to be inducted or otherwise enter military duty in accordance with the provisions of the law.
- 410.4 Any instructional employee who is unable to perform satisfactorily the duties of his position because of personal illness or other disability, may be granted a leave of absence, without pay, for the remainder of the school year or for a full school year.
- 410.41 A request for reinstatement must be made at least sixty (60) days prior to the expiration of a leave of absence for personal illness. The employee must submit a written statement from the attending physician, subject to approval by the school physician, certifying that the employee has been examined and that he is or will be able to resume his duties when the leave of absence expires.
- 410.5 If any instructional employee is unable to perform satisfactorily the duties of his position because of personal illness or other disability, the Superintendent may recommend, without the request of the employee, a leave of absence for part of the school year, or for the remainder of the school year and the Board of Education may grant such leave in accordance with the provisions of the law.
- 410.51 Such leave may become effective at the expiration of any sick leave the employee has accumulated and the ninety (90) calendar day provision, as established under the sick leave policy.
- 410.52 The instructional employee who feels he is being misused may pursue the grievance procedure contained in this Agreement.
- 410.6 In the interest of improving professional performance and encouraging independent research, achievement and professional growth, the Board of Education shall adhere to the following policies in respect to granting sabbatical leaves to instructional personnel who have served the Pine Valley Central School District for seven (7) or more years. No more than two (2) employees on staff will be granted a sabbatical leave in any one year. Beginning July 1, 1987, sabbatical leaves shall be granted for any combination of the rates of one-half (1/2) pay for the full year or for three-quarters (3/4) pay for one-half (1/2) year.
- 410.61 Any teacher who desires to apply for sabbatical leave shall make application on a form prescribed by the Board and shall submit such application to the Superintendent by February 1 immediately prior to the beginning of the school year during which the leave is sought.
- 410.62 The Superintendent shall submit the application to the Professional Education Evaluation Committee of the Association which shall act upon it and, in turn, submit a written recommendation to the Board of Education.
- 410.621 A copy of the Professional Education Evaluation Committee of the Association's recommendation shall also be given to the teacher having originally submitted the application.
- 410.63 The Professional Education Evaluation Committee shall recommend the application on the basis of the following criteria: the pursuit of an educational program at a recognized institution of learning with an academic load of not less than nine (9) hours per semester, the engagement in travel that shall enhance the teacher's educational perspective and be beneficial to his instructional output; the engagement in a type of research that may result in a professional publication.
- 410.64 The Board of Education may grant or deny a sabbatical leave on the basis of the following criteria:
- (1) educational value of such study, travel, or research to the Pine Valley Central School District;
 - (2) the recommendation of the Superintendent;

- (3) the recommendation of the Professional Education Evaluation Committee;
- (4) type of research, study, travel or other activity planned;
- (5) years of service in the District;
- (6) seniority of applicants;
- (7) urgency of the proposed activity

410.641 Sabbatical leave will not be granted if it will have an adverse effect on the educational program of students.

410.642 The Board of Education may disallow the continuance of sabbatical leave beyond one year.

410.65 Applications which are denied by reason of the maximum limit in 410.6 shall be given preference if submitted the following year.

410.66 A teacher on sabbatical leave may collect grants, scholarships, fellowships or assistantships in addition to his regular salary.

410.67 A teacher on sabbatical leave will not lose retirement benefits or any other emoluments of value which accrue to teachers who are not on sabbatical leave, except that a teacher who is on a full year sabbatical leave will not receive or accumulate sick leave benefits for that year; but, all previously accumulated sick leave shall be restored upon the termination of the sabbatical leave.

410.68 A teacher who takes a sabbatical leave shall not voluntarily terminate his employment in the Pine Valley Central School District for a two (2) year period following the expiration of such leave.

410.681 The teacher will sign a promissory note for the amount of salary to be received while on sabbatical. Should the teacher return to the Pine Valley Central School District, the teacher will not have to repay one twenty-fourth (1/24th) of the salary received for each month of service to the Pine Valley Central School District. If the employee does not return, or resigns before completing the two (2) year service, any outstanding money will be repaid to the District at the monthly rate of one twenty-fourth (1/24th) of the salary received per month.

410.7 If an instructional unit employee is absent from duty because of an assignment for jury duty, no deductions shall be made from his salary, provided he turns over to the District any fee or compensation paid to him, exclusive of reimbursed expenses. The Superintendent may require him to submit a statement from the Clerk of the Court setting forth the amount of fee or compensation paid.

410.8 The District will grant a maximum of two (2) unpaid leaves of absence per school year for purposes of study, travel or pressing personal reason to any teacher with six (6) or more years of service to the District. Such leave shall be for one year in duration and must be requested by the applicant no later than April 1. In cases where a personal leave is requested, as a condition of obtaining the leave, the applicant will include a signed statement that the leave is not being sought for the purpose of seeking or obtaining employment elsewhere, other than casual or incidental employment. If more than two (2) teachers are regarded by the District as eligible for a leave of absence under this Paragraph in a particular year, the leave or leaves will be granted to the two (2) teachers who have the greatest number of years of service in the District.

410.9 A teacher may take an unpaid "child-rearing leave" upon notice to the Superintendent at least ninety (90) days prior to the date the leave is to commence. Such leave of absence must terminate at the end of one of the next four (4) semesters following the beginning of the child-rearing leave, as the teacher shall determine at the time of the notice. In cases where both parents of the child are employed by the District under the terms of this Agreement, only one parent will be eligible for leave under this paragraph, as the parents shall determine. A teacher wishing to terminate a leave previously requested for child-rearing purposes shall be entitled to do so within thirty (30) days after termination of pregnancy.

- 410.10 A teacher may take an unpaid "adopted child-rearing leave" upon notice to the Superintendent at least thirty (30) days prior to the date the leave is to commence. Such leave of absence must terminate at the end of one of the next four (4) semesters following the beginning of the adopted child-rearing leave, as the teacher shall determine at the time of the notice. In cases where both parents of the child are employed by the District under the terms of this Agreement, only one parent will be eligible for leave under this paragraph, as the parents shall determine.
- 410.11 The provisions of 410.9 and 410.10 apply only to children who are six (6) years of age or under at the time the leave is to commence. Time spent by a teacher on child rearing leave or adoption leave will not be counted as service for salary credit, sick leave or other benefits based on length of service.

411.0 Group Benefits

- 411.1 A group hospitalization, medical-surgical-dental insurance plan District is available for instructional employees. The District and the Association shall create a joint committee to discuss the selection of a provider for the medical benefits provided in the Agreement. The committee shall make its recommendation to the Board of Education not later than January 15 during any given school year. Action of the Board of Education with regard to this recommendation shall not be subject to the Grievance and Arbitration provisions of this Agreement. In the case of single coverage for the year 97-98, 98% of the cost of the hospitalization, medical-surgical basic plan, major medical rider (unlimited), and dental rider is paid by the Board of Education. This percentage shall change in 98-99 to 95%, and in 99-2000 to 92%. In the case of family coverage, 88% of the cost of the hospitalization, medical-surgical basic plan, major medical rider (unlimited) and dental rider (with orthodontics coverage for children with a \$3000 limit, to be effective January 1, 1998 is paid by the Board of Education. This percentage shall change in 98-99 to 85%; and in 99-2000 to 83.5%. The salary deductions for that part of the hospitalization insurance provided by this program not paid by the Board of Education shall be made in substantially equal amounts from each paycheck.
- 411.11 A prescription drug (\$5.00 co-pay) plan is in effect with district and teacher percentage contribution levels at the same rate as the medical/surgical plan as set forth in 411.1
- 411.12 The District will provide the Vision Care Plan. One hundred (100%) percent of the cost of the vision care plan is paid by the Board of Education for individual coverage. In the case of family coverage, ten (10%) percent of the cost of the vision care plan is paid by the employee and ninety (90%) percent is paid by the Board of Education.
- 411.13 The Pine Valley Central School District shall provide, at no cost, an Employee Assistance Program.
- 411.14 The major medical deductible shall be one hundred (\$100) dollars for individual and two hundred (\$200) dollars for family.
- 411.15 Pre-Care Plan -- Hospital pre-certification will be added to the health insurance plan as follows:
- (A) For emergency care, you must pre-certify or contact Blue Cross forty-eight (48) hours after an emergency admission.
 - (B) For a pre-determined confinement, you must notify Blue Cross ten (10) days prior to being admitted to a hospital.
 - (C) For those people who do not pre-certify, the penalty is fifty (50%) percent of the hospital charge, not to exceed five hundred (\$500) dollars.

There will be a pre-certification telephone number available twenty-four (24) hours a day that would be good nationally. (In the case of being out of the area or out of state, this number would still be called and required.)

411.16 Well Baby/Child Benefit

The Well Baby/Child Benefit will be implemented in three (3) phases. Each phase will be added to the benefit provided from the previous years. Details of the benefits to be provided are listed in the Nova Document of February 8, 1996.

1997-98 Birth to Age 2 program as outlined in the Nova Document of February 8, 1996.

1998-99 Age 2 - 5 program as outlined in the Nova Document of February 8, 1996.

1999-2000 Age 6 - 19 program as outlined in the Nova Document of February 8, 1996.

411.17 Double Coverage

Any individual who voluntarily wishes to forego coverage by the District may do so annually. The individual electing to opt out of his or her medical coverage will be reimbursed \$500 per year if single coverage and \$750 per year if family coverage.

If two faculty members are married to each other and have children, the District shall be required to provide family coverage under the foregoing plans to only one of them (i.e., the one designated in a statement signed by both of them). However, if two faculty members are married to each other and do not have children, neither shall be entitled to a family plan, but each shall be entitled to a single plan.

411.18 Flexible Benefit Plan

The District will adopt a Flexible Spending Plan in accordance with the following conditions:

1. The initial plan year shall end on August 31, 1998. Thereafter, plan years shall be from September 1 through August 31.
2. The Association shall assume the start up costs and the District will assume the annual per teacher participation costs.
3. The plan shall become effective as soon as legally and administratively possible after the Board of Education has approved the plan document.
4. The plan shall be administrated by P & A Administrative Services, Inc.
5. The teachers may utilize the plan in accordance with IRS rules for:
 - A. Accident and health plans including medical or health insurance, reimbursement for medical, dental or optical expenses.
 - B. Group Term Life Insurance.
 - C. Dependent care assistance.

411.2 New York school employees, including instructional personnel, are covered by New York Workers' Compensation Laws. Instructional personnel are insured at school or away from school when engaged in bonafide work for the Board of Education.

411.21 Any person injured while covered by Workers' Compensation must file a claim with the Clerk of the Board immediately. "Immediately" is defined as meaning the same day as the injury. In case of serious injury, the claim must be filed as soon as it is practical to do so.

411.22 Instructional employees may be compensated under Workers' Compensation for medical bills and a portion of their salary which is lost as a result of such injury.

- 411.23 The employee who files a claim under Workers' Compensation Insurance, and is absent from work in connection with the claim, will be paid an amount equal to the difference between the amount paid by Workers' Compensation and the daily salary of the employee, by the Board of Education, for all sick days credited to the employee used in connection with this loss of work. When the employee has used all accumulated sick leave according to Board policy, the employee will receive only the amount paid by Workers' Compensation Insurance.
- 411.3 The District will provide payroll deduction service for instructional unit personnel who are participants in the Southeastern Chautauqua County School Employees' Federal Credit Union.
- 411.4 Instructional unit personnel and spouse shall be admitted to all home school athletic events free of charge.
- 411.5 Instructional personnel shall be paid every other Friday. A teacher may elect to be paid in twenty-six (26) paychecks on notice to the central office. When a teacher elects the twenty-six (26) period option, he will receive his final checks on the last day of the school year.
- 411.6 The Board of Education of Pine Valley Central School District agrees to deduction from the salaries of its employees unified dues for the Pine Valley Teachers' Association, as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Pine Valley Teachers' Association in one check per pay period. Teacher authorization shall be on forms provided by the Pine Valley Teachers' Association.
- 411.61 Each of the associations named above shall certify to the Pine Valley Teachers' Association, and the Pine Valley Teachers' Association shall certify to the Board of Education, in writing, the current rate of the Pine Valley Teachers' Association membership dues. Any association which shall change the rate of its membership dues shall give the Board thirty (30) days' notice prior to the effective date of such change.
- 411.62 Deductions referred to above shall be made in the following manner: The total annual membership dues for those designated professional associations mentioned above, shall be deducted in equal installments beginning with the first paycheck in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall: (1) provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the associations named above; and (2) forward at the same time to the respective associations a list of the members and their addresses who have elected payroll deduction for such associations. Deductions for any teacher for whom an authorization card is filed after the above date will begin with the next pay day provided the card is filed with the Business Office at least two (2) weeks prior to said pay day.
- 411.63 The Board of Education shall, following each pay period from which a dues deduction is made, transmit the amount as deducted to the Pine Valley Teachers' Association for distribution to the organization for which deductions have been made. The first and final transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted from each member.
- 411.64 An employee may withdraw his authorization at any time by written notice submitted by the Pine Valley Teachers' Association to the Board of Education at least two (2) weeks prior to the effective pay date.
- 411.7 Agency Fee and other Deductions
- 411.71 The agency fee, in an annual amount as determined by the Association, shall be paid to the Association by each employee in the instructional unit covered by this Agreement.
- 411.72 Unless the employee pays the annual fee in full to the Association by September 10 in the school year, the District will deduct the agency fee from the employee's salary in equal installments beginning with the first paycheck in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall provide the Business Office with:
- (1) A list of those employees from whom agency fee deductions shall be made; and

- (2) The name and address to which the monies are to be sent. Agency fee deductions for any person hired after September 10 for a position in the instructional unit will begin the next pay day, if the Association furnishes the Business Office with written notice of the person's name at least two (2) weeks prior to said pay day.
- 411.8 VOTE/COPE Deductions. The District shall deduct from the teacher's third, fourth and fifth regular paychecks such VOTE/COPE contributions as may be authorized in writing by the teacher. The authorization cards used for VOTE/COPE deductions shall be supplied by the Association.
- 411.9 NYSUT Benefit Trust. The District shall check-off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the Bargaining Unit. Such signed authorization may be discontinued at the end of its term upon written notice by the Employee to the Employer. The Employer shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Plan and the bargaining agent with a list of all employees from whose salaries such deductions have been made.
- 411.10 The Association will indemnify and hold the District harmless against any and all suits, claims and liabilities that shall arise out of, or by reason of, any action taken or not taken, in complying with Sections 411.7, 411.8 and/or 411.9.

412.0 Salary

The parties hereto recognize that the existence of a formal salary structure can encourage experienced teachers to remain with the District, provide an incentive for advanced graduate study, and furnish teachers with a basis for future salary growth. The parties agree that these benefits may be lost if changes in the salary structure are implemented which should delete the concept of incremental advancement through the structure. Nevertheless, recognizing that salaries are a subject for collective negotiations, the parties agree that movement on the structure from one step to the next is not automatic after the expiration of this Agreement; but, will only occur following the finalization of a successor agreement.

- 412.1 Effective July 1, 1995, teachers with a BA/BS degree, on Steps 1 through 15, shall be compensated in accordance with the salary schedule set forth in Appendix C. Effective July 1, 1999, teachers with a BA/BS degree, on Steps I through 15, shall be compensated in accordance with the salary schedules set forth in Appendix D.
- 412.2 For the life of the contract, the District will apply for all available Excellence in Teaching (EIT) funds.
- 412.21 The EIT funds shall be used to increase salaries as follows:
- (A) After compliance with the statutory and regulatory requirements regarding mandated increased salaries, all unrestricted monies shall be divided equally among bargaining unit members.
 - (B) These monies shall be prorated in the case of part time or less than a full time of service.
 - (C) EIT funds will not be paid to a teacher during any period of unpaid leave.
- 412.22 Forty (40%) percent of the EIT monies shall be distributed among eligible bargaining unit members in the first paycheck in December. Sixty (60%) percent of the EIT monies shall be distributed among eligible bargaining unit members in the first paycheck in June. Said monies shall be calculated separate from the salary for the pay period.
- 412.3 The obligation of producing evidence of valid New York certification (both provisional and permanent) is the teacher's, and documentation must be presented to the Superintendent's Office by September 30 of the Salary Year.
- 412.31 If the certificate is in the possession of the instructional employee, said certificate will be copied and be acceptable evidence.
- 412.32 If the certificate is not in possession of the instructional employee because it has not been received from Albany, the fee receipt, with canceled check or money order stub, will be copied and be acceptable.

412.4 Terminal Credit Days Allowance Increment (TCDAI)

Instructional employees who have twenty (20) years of continuous service in the Pine Valley School District will be eligible for a TCDAI. The TCDAI will be the employee's accumulated sick days, with a maximum allowance of two hundred sixty (260) credit days. The credited days will be multiplied one three hundred seventy-second ($1/372$) times the annual salary. The maximum TCDAI shall not exceed forty-five thousand (\$45,000) dollars for any employee.

- 412.41 Terminal credit day allowance increment shall be paid over a five (5) year period commencing the September 1 immediately following the instructional employee's fiftieth (50th) birthday. Payments will be made for an equal number of days annually, with an adjustment made to the fifth (5th) year's payment to pay for days accrued during the first four (4) years, up to the maximum allowable number of days.
- 412.42 Instructional employees who are not eligible for retirement until age sixty-two (62) may elect to receive the TCDAI to be paid over the last five (5) years of service to the District.
- 412.43 Instructional employees who may wish to terminate their service prior to age fifty (50), will receive the maximum allowable TCDAI in a lump sum to be prorated equally over the final year's salary. The employee must submit a letter of resignation on or before April 1 preceding the school year in which the TCDAI shall be applied.
- 412.44 Terminal credit days allowed for the TCDAI will be deducted from accumulated sick leave. The employee will continue to accrue sick leave during the period in which the TCDAI is paid.
- 412.45 Additionally, sick days accumulated during the first four (4) years as determined on June 30 of the fourth year of the five (5) year payout period shall be utilized in accordance with the 412.4 formula and prorated equally over the fifth (5th) year's salary. Notwithstanding any of the foregoing, the number of credit day utilized over the five (5) year period cannot exceed two hundred sixty (260), nor can the amount of money expended exceed forty-five thousand (\$45,000) dollars for any employee.
- 412.46 Instructional employees who receive the TCDAI shall have the option of converting any portion of such increment into payment for health insurance following termination of service. Payments will be by the District on behalf of the employee directly to the carriers designated by the employee as they become due until such funds are exhausted.
- 412.47 If the instructional employee is absent for illness in excess of remaining sick leave accumulated, there will be a waiting period of school days equal to the allowance of terminal credit days before Section 409.39 applies.
- 412.48 Instructional employees appointed subsequent to June 30, 1993, shall not be eligible for the TCDAI.
- 412.49 Any situations which may occur, which either party believes to be an exception to, or not addressed by, 412.4-412.48 shall be subject to negotiations between the District and Association as the situations arise.
- 412.5 The provisions of 412.4-412.48 will not be negotiated until after the first contract negotiations after the year two thousand (2000).
- 412.6 Some of the instructional staff assignments call for time and responsibility over and above the normal teaching assignment.

Extra-curricular responsibilities listed in 412.61 of this agreement shall be assigned on a voluntary basis only. However, if no bargaining unit member applies for the position, the administration may appoint an individual from outside the bargaining unit. If a person outside the unit is thus appointed, the position will be re-posted as a vacancy after such person resigns, or at the end of the school year following his third (3rd) year in the position, whichever occurs earlier. The Association will encourage its members to accept these positions so that the District will be assured of adequate personnel to supervise these activities.

412.61 The following assignments and extra remuneration will be effective as of July 1, 1991, except where another date is stated:

Coach, Varsity Football	8% of base salary
Coach, Assistant, Football	6% of base salary
Coach, Assistant, Football	6% of base salary
Coach, Varsity Basketball	8% of base salary
Coach, Boys' Jr. Varsity Basketball	6% of base salary
Coach, Jr. High Basketball	4% of base salary
Coach, Varsity Baseball	8% of base salary
Coach, Jr. Varsity Baseball	6% of base salary
Coach, Wrestling	8% of base salary
Assistant, Wrestling	6% of base salary
Coach, Boys' Volleyball*	4% of base salary
Coach, Boys' Varsity Track	5% of base salary
Coach, Assistant, Boys' Track	3% of base salary
Coach, Swimming	3% of base salary
Coach, Cross Country	3% of base salary
Cheerleading:	
Advisor, Jr. Varsity Basketball	1% of base salary
Advisor, Jr. High Basketball	1% of base salary
Advisor, Varsity Wrestling	2% of base salary
Advisor, Varsity Basketball	2% of base salary
Advisor, Varsity Football	2% of base salary
Director of Athletics	5% of base salary
Director Marching Band-Summer**	5% of base salary
Director Marching Band-Spring	5% of base salary
After School Driver Education	3% of base salary
(for each after school night scheduled for Driver's Educ.)	
Coach, Girls' Varsity Basketball	8% of base salary
Coach, Girls' Junior Varsity Basketball	6% of base salary
Coach, Girls' Swimming Team	5% of base salary
Coach, Girls' Varsity Volleyball	6% of base salary
Coach, Girls' Varsity Softball	8% of base salary
Coach, Girls' Junior Varsity Volleyball	4% of base salary
Coach, Girls' Junior Varsity Softball	6% of base salary
Coach, Girls' Varsity Track	6% of base salary
Intermural Soccer	\$500.00 (eff. 93-94 year)
Intermural Girls' Swimming	\$500.00 (eff. 93-94 year)

Tuition for courses and inservice required for coaching certificate will be paid for by the District (does not apply to courses paid as graduate hours).

*If Boys' Volleyball is returned to Spring Sport status, with responsibilities substantially similar to those of the 1978-79 season, the applicable percentage will revert to two (2%) percent of Base Salary.

The following assignments and extra remuneration will be effective on the dates indicated:

	<u>Years in Position</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Director, Drama, 2 staff positions	410.00	615.00	1130.00	
Advisor, Yearbook	540.00	810.00	1080.00	1350.00

1995-99

Director, Audio Visual	365.00
Advisor, Student Council	365.00
Lifesaving Instructor	18.00/hour
Adult Ed. (Educational)	18.00/hour
Adult Ed. (Recreational)	12.00/hour
Advisor, National Honor Society	500.00
Business Club Advisor	150.00
Chaperones (including ticket sales, taking and hall duty)	9.75/hour
Band Director (Summer instrumental music lessons)	13.75/hour
Reading Coordinators	485.00
Summer Driver Education	See Appendix B
CSE Chairperson	900.00
FHA/HERO	200.00
Coordinator Arts	120.00
Advisor, Key Club	500.00
Tutorial	13.00/hour
FFA Advisor	180.00
AFS Advisor	180.00
Advisor, Odyssey of the Mind	200.00
Advisor, Quiz Bowl	200.00

In-Service: In-service training outside of normal school hours shall be voluntary on the part of the teacher and must be approved by the District. Teachers shall be compensated at the rate of eight (\$8.00) dollars per hour. This provision shall be effective July 1, 1989.

Weekly stipends for summer curriculum workshops will be provided in an amount equal to the weekly stipend paid by the sponsoring agency. However, if the sponsoring agency provides no stipend, the District will pay, at a weekly rate of two hundred fifty (\$250) dollars; if the weekly stipend paid by the sponsoring agency is less than two hundred fifty (\$250) dollars, the District will make up the difference between the weekly stipend and two hundred fifty (\$250) dollars.

****** These provisions will not apply if position of Summer Band Director is made a twelve (12) month position, in which case he will be paid one-tenth (1/10th) of his ten (10) month salary per month for July and August. The provisions of 406.4 shall apply. The following activities shall be compensated by applying the percentage listed below to Step 6 of the BA salary column of the salary schedule in effect for the school year in which the activity is undertaken by the teacher.

Senior Advisor (with trip)	5%
Senior Advisor (no trip)	3%
Junior Advisor	3%
Sophomore Advisor	2%
Freshman Advisor	2%
8th Grade Advisor (with trip)	3%
8th Grade Advisor	1%
7th Grade Advisor	1%

All coaching appointments are posted for a three (3) year period on a rotating basis as follows:

May 1998

Director of Athletics
Cross Country
Football, Varsity
Football, Assistant
Football, Assistant
Girls' Swimming

Girls' Volleyball, Varsity
Girls' Volleyball, JV
Cheerleading - Varsity
Jr. Varsity
Jr. High
Girls' Jr. High Basketball

May 1999

Boys' Varsity Basketball
Boys' JV Basketball
Boys' Jr. High Basketball
Boys' Volleyball Wrestling; Assistant

Girls' Varsity Basketball
Girls' JV Basketball
Wrestling, Varsity

May 2000

Varsity Baseball
JV Baseball
Boys' Track

Varsity Softball
JV Softball
Girls' Track

The following positions are three (3) year appointments posted in May 1998

Director of Audio Visual
Advisor, Student Council
Advisor, Honor Society
Advisor, Business Club
Reading Coordinators
Acting Building Principals

CSE Chairperson
Coordinator of the Arts
AFS Advisor
Advisor, Yearbook
Director of Drama (2)

Any leave of absence during the three (3) year appointment shall diminish the appointment by the length of the leave.

All other appointments, including but not limited to, class advisors, adult education instructors, Band Director, Driver Education instructor(s), and special projects shall be for one year.

The length of appointment for any newly-created position shall be agreed upon by the Association President and the Superintendent prior to posting.

The posting of positions will include at least the following:

Title of the Position
Description of Duties
Amount of Compensation

Qualifications Expected

Duration of Appointment

412.62 Certain of the above assignments require being on duty longer than the regular school calendar year, they are, as follows:

(a) Director of Athletics - two (2) weeks prior to the first week of school.

(b) Coaches, Girls' and Boys' Varsity Basketball; Varsity Wrestling - one week during the Christmas vacation.

- (c) Coach, Boys' and Girls' Junior Varsity Basketball - one week during the Christmas vacation.
 - (d) Coach, Varsity Football - two (2) weeks prior to the first week of school.
 - (e) Coach Assistant, Football - two (2) weeks prior to the first week of school.
- 412.63 Extra-curricular activities demand the interest of the advisor in that specific activity along with his/her ability to show leadership to the participants in the activity and to the student body in developing interest among others.
- 412.64 Graduate Credit Hours
- Effective July 1, 1990, teachers will receive one hundred and thirty-five (\$135.00) dollars for each three (3) hours of graduate credit as provided in this section of the agreement.
- 412.641 No undergraduate hours will be paid for unless approved in advance by the Board of Education.
- 412.642 Teachers who have not achieved a Master's degree or Bachelor's plus thirty (B+30) hour rating, will be paid for graduate hours in their area of teaching or required for a Master's degree, to a maximum cumulative total of twenty-seven (27) hours. Upon receipt of a Master's degree or thirty (30) hours above the Bachelor's level the teacher shall move to the appropriate salary column.
- 412.643 Teachers who have achieved a Master's degree or a bachelor's plus thirty (B+ 30) hours rating will be paid for graduate hours in their area of teaching, to a maximum cumulative total of twenty-seven (27) hours. Upon receipt of thirty (30) hours above these levels, the teacher shall move to the appropriate salary column.
- 412.644 A teacher, in order to receive payment for newly completed graduate hours in any school year, must submit evidence of successful completion of such hours prior to September 30 of that school year. A teacher may also submit evidence of graduate hours successfully completed between September 1 and January 30 of a particular school year by February 1 of the same school year, such hours to be paid for in that school year at fifty (50%) percent of the rate provided in paragraph 412.64, and thereafter, at the full rate so provided. The Association will cooperate in conducting a survey of the teachers each spring to determine their tentative plans for additional graduate hours in the following year.
- 412.65 Effective July 1, 1990, a Master's Degree shall be compensated at eight hundred fifty (\$850) dollars (exclusive of the credits included in the Degree).
- 412.66 A Doctorate Degree shall be compensated at one hundred (\$100) dollars above the payment for the Master's Degree. Such payment is exclusive of the credits included in the Doctoral Degree; but, no credits beyond the Doctoral Degree will be eligible for compensation.
- 412.67 An Education Specialist Degree and/or a C.A.S. Degree shall be compensated at three hundred (\$300) dollars over the Master's Degree; seven hundred (\$700) dollars, effective July 1, 1990, to be paid for one, thirty (30) hour C.A.S., per member. Such payment is exclusive of the credits included in the Degrees; but, no credit beyond these degrees will be eligible for compensation. Effective July 1, 1988, through July 1, 1989, only the Education Specialist Degree and/or C.A.S. Degree must be in the teacher's instructional field to be eligible for the scale differential.
- 412.7 Credit for prior teaching experience shall be determined by the Superintendent.
- 412.71 Teachers hired by the District, who possess five (5) years prior teaching experience will be placed on the salary scale at the level corresponding to their years of teaching experience. Teachers hired by the District

District who possess more than five (5) years teaching experience will be placed on the salary scale at the discretion of the District. This paragraph shall not operate to reduce the salary of any teacher hired before September 1977.

- 412.8 Credit for prior service in the armed forces will be granted as determined by the Superintendent. Nothing in this paragraph will affect such credit already granted to any teacher hired prior to January 1, 1977.
- 412.9 Teachers will submit grade reports to the Principal by the last day of teacher attendance.
- 412.10 Bargaining Unit members not residing in the Pine Valley District may enroll their children in the Pine Valley Central School's in-district regular day program at no tuition cost.

413.0 Transfer and Promotions

413.1 Voluntary Transfers

- 413.11 Any member of the Instructional Unit of the Pine Valley Central System may request a transfer to another position on the staff when a vacancy occurs.
- 413.12 The Superintendent shall cause to be posted on the office bulletin boards of the buildings within the school system a notice of any vacancy resulting from a resignation which complies with the legal time requirements of the resignation procedures or of any vacancy created by District action resulting in a new position in the bargaining unit. The Superintendent shall also forward a copy of the posting notice to the President of the Pine Valley Teachers' Association at the time it is posted on the office bulletin boards. All posting notices shall have a uniform format. Such notice shall be posted for ten (10) school days within three (3) school days of the Board's action to fill the position.
 - 413.121 Instructional Unit personnel who desire to become active candidates for a posted position shall file a written statement with the Superintendent within ten (10) days of the posting of such vacancy.
 - 413.122 Instructional Unit personnel who wish to be notified of positions posted during the period from the last scheduled day of the teaching year to the opening day of the next teaching year will leave sufficient self-addressed stamped envelopes with the administration prior to the start of that period. The President or other designated representative of the Association shall be notified of all such positions posted during this period.
- 413.13 Instructional staff members who desire, at any time, to transfer, shall file a written statement of such desire with the Superintendent to be kept on file for future vacancies.
 - 413.131 The written request must contain the name or names of the position(s) to which transfer is desired and a statement that the teacher has in his possession, or will have by a specified date before the succeeding school year begins, proper certification for the position(s) for which transfer is requested.
- 413.14 When a vacancy occurs, each instructional employee who has submitted a written request for transfer to the position being vacated will be considered as an active candidate for the position.
- 413.15 Requests for transfer must be updated each year to be eligible for consideration. All requests shall be null and void on November 1, of the school year for which transfer was requested, unless updated.
- 413.16 It shall be the policy of the Board of Education to employ the best qualified candidate who is available at the time a vacancy exists on the instructional staff.

413.2 Involuntary

413.21 Involuntary transfers will be made only after a meeting between the staff member and the Superintendent has been conducted, at which time the staff member will be notified of the reasons for the proposed transfer.

413.211 In the event that a staff member objects to the transfer at this meeting, the teacher may follow the grievance procedures outlined elsewhere in this Agreement.

413.212 No person who is involuntarily transferred shall, by reason thereof, lose his tenure status.

414.0 Teacher Protection

414.1 No reprisals will be taken against any employee classified in the instructional negotiating unit by reason of his membership in the Pine Valley Teachers' Association or because of reasonable actions or reasonable statements occurring within the business sessions of the Association.

414.2 No reprisals will be taken against any employee classified in the instructional negotiating unit who sits as a member of the Teachers' Association negotiating team regarding the individual's participation on the team, the individual's position as a representative for the Teachers' Association, or the individual's reasonable actions or reasonable statements occurring within the negotiating sessions.

414.3 The District will make a reasonable effort to avoid interrupting high school classes with public address announcements which could be made at the beginning or the end of a class period.

414.4 A teacher shall at all times be given the opportunity of having a representative of the Association present at formal hearings where he may be disciplined by the Board of Education for alleged infractions of rules and regulations or delinquency in professional performance.

414.41 Conversations and discussions during conferences will not be recorded with mechanical devices without full knowledge of both parties.

414.5 Any teacher shall have the freedom to express his opinion on school policy, insofar as such statements constitute the truth concerning all facts, circumstances, and situations, to his peers, the administration or the Board without fear of reprisal.

415.0 Teacher Load

415.1 Each instructional employee shall have a minimum of thirty (30) minutes for a non-supervisory lunch period. On work days when pupils are not in attendance, the District will schedule a duty-free lunch period of at least one hour for personnel in the instructional unit.

415.2 Every effort will be made by the administration to provide equity in assignments where Jr.-Sr. High School teachers shall be required to teach more than five (5) periods per day.

415.3 The District will make every reasonable effort to assign planning time on an equitable basis to elementary teachers, taking into account the special situations of Kindergarten and special teachers (art, music and gym). As used in the Paragraph 415.3, "equitable basis" shall mean, with reference to grades 1 through 6 (excluding kindergarten) a minimum of one hundred seventy (170) minutes per week of five (5) school days. This provision shall not apply in cases where the special teacher (for example, art, music and gym) is absent and a substitute teacher is not available, provided effort is made to procure one. It is recognized that in order to implement this paragraph, as amended, the District may reduce the number of minutes of planning time presently in effect for one or more elementary teachers..

416.0 Teacher-Administration Committee

- 416.1 A joint committee shall be established to study and make recommendations to the Board of Education on matters of joint concern dealing with educational and bargaining unit employment problems (exclusive of grievances) which are of interest to either party. This committee is not intended as a substitute for collective bargaining or the grievance procedure. This committee shall be composed of an equal number of faculty members appointed by the Association and representatives appointed by the Board of Education, respectively. Members appointed by the Board of Education shall be either members of the Board of Education or the Administration (or both).

417.0 Miscellaneous Provisions

- 417.1 This Agreement is the result of collective negotiations between the Board and the Association which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act (Taylor Law). The provisions of this Agreement supersede all conflicting policies and directives of the Board and may be changed only through the mutual agreement of the Board and the Association.
- 417.2 Any individual arrangement, agreement or contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed during the period of this Agreement shall be expressly made subject to and consistent with the terms of this Agreement. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 417.3 Copies of this Agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board within a reasonable period of time after its execution or employment if that occurs later.
- 417.4 A word used in this Agreement in the masculine gender applies also in the feminine, except where the Agreement expressly provides otherwise.
- 417.5 If any provision of this Agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- 417.6 Student teachers will be assigned only with the consent of the classroom teacher involved and the building principal.

418.0 Grievance Procedure

418.1 General Matters

- 418.11 The purpose of this procedure is to secure at the lowest practicable level solutions to grievances which may from time to time arise. The handling of grievances at each level below Step 4 shall be kept as informal as practicable.
- 418.12 A "grievance" is a claimed violation, misinterpretation or inequitable application of a provision or provisions of this Agreement.
- 418.13 Time limits set forth in the procedure shall be strictly adhered to by all parties and persons. Any grievance not initiated or taken to the next step within these time limits will be considered settled on the basis of the last answer by the District. Time limits may be extended by mutual agreement of the District and the grievant, or his representative, if any, which agreement shall be in writing

and signed by the grievant, or his representative, if any, and the District. Consent to an extension shall not be unreasonably withheld.

418.14 Participation by any person or party in the handling of a grievance shall be free from interference, coercion, restraint, discrimination or reprisal.

418.15 A grievant may represent himself at any level of the grievance procedure or he may be represented by an Association representative provided that representation by legal counsel, or Association representative not employed by the District shall be limited to Steps 2, 3 and 4. Nothing contained in this paragraph shall be construed as limiting the right of a grievant to have his grievance adjusted informally without the intervention of the Association, or any representative. However, if an individual settles or withdraws a grievance, this shall not constitute a binding precedent on the Association or the District. When a grievant represents himself at Step 3, an Association representative shall have the right to be present as an observer at such level.

418.2 Procedure

418.21 Step I A. Oral Level - The grievant shall orally present his grievance to his principal in an attempt to informally resolve it provided he does so within twenty-five (25) school days of the date of the occurrence out of which the grievance arose. He shall state to the principal that the discussion constitutes a grievance. If a grievance involves a substantial number of teachers, it may be submitted directly to Step 2 within the same time limit. The principal shall orally answer the grievance not later than the fourth (4th) school day after the day the grievance was orally presented to him.

Step I B. Written Level - If the grievance is not resolved informally at Step IA, the grievant may present a written grievance to his principal on the form set forth in Appendix A, provided he does so within three (3) school days of the date of the answer at Step IA. The principal shall present the grievant with a written answer to the grievance not later than the fourth (4th) school day after the day the written grievance was presented to him.

418.22 Step 2 Written Level - If the grievant is not satisfied with the answer at Step IB, he may present a written appeal to the Superintendent, providing he does so within five (5) school days of the day the principal's answer was presented to him. The Superintendent will meet with the grievant and his representative, if any, not later than the fifth (5th) school day after the day on which the written grievance was presented to him. Not later than the seventh (7th) school day after the day on which the meeting takes place, the Superintendent shall present the grievant and his representative if any, his written decision on the grievance.

418.23 Step 3 Board of Education Level - If the grievant is not satisfied with the answer at Step 2, the grievant, individually or through his representative, if any, may file an appeal in writing with the Clerk of the Board of Education, providing he does so not later than the fifth (5th) school day after the day on which the decision was presented at Step 2. A copy of the written grievance and decision at Step 2 must be attached to the appeal at this step. The Board, or one or more members of the Board designated by the Board President, shall meet with the grievant, his representative, if any, and the Superintendent or his delegate to discuss the grievance not later than the fifteenth (15th) school day after the Board President receives the request. If the grievant is unable to attend the meeting, it will be postponed until such time as the grievant is available or, in cases of extreme difficulty, the Board President may waive this requirement. Not later than the tenth (10th) school day after the day on which that meeting is held, the Board shall present to the grievant, his representative, if any, and the Superintendent, its decision on the grievance.

418.24 Step 4 - Arbitration - If the Association is not satisfied with the decision at Step 3, it may submit the grievance to arbitration not later than the tenth (10th) school day after the decision is presented at Step 3.

To submit such a grievance to arbitration, the Association shall send a letter to the American Arbitration Association (AAA) and a copy to the Superintendent. The letter shall specifically identify the grievance to be submitted and shall request the AAA to send to the Association and to the Superintendent a list of ten (10) names of arbitrators.

Within ten (10) school days of the day on which it receives its copy of the list, each party will return its copy to the AAA, with all names which are unacceptable to it crossed off and the remaining names numbered in order of the party's preference. If the AAA determines that no mutually acceptable arbitrator has been elected by the parties, the AAA shall send to each party a second list of ten (10) names and the foregoing procedure will be followed with respect to that list.

If the AAA determines that no mutually-acceptable arbitrator has been selected by the parties from the second list, the AAA will name the arbitrator.

No more than one grievance (including multiple issues raised therein) may be appealed to a single arbitration proceeding, unless the parties expressly agree in writing to the appeal of more than one grievance.

The arbitrator's decision shall be final and binding upon all parties and teachers.

The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

One half (1/2) the fees and expenses of the arbitrator shall be paid by the District and one half by the Association. All other expenses incident to the arbitration, including compensation of witnesses, shall be paid by the party that incurred them.

419.0 Procedures

- 419.1 Either party wishing to amend the present Agreement shall notify the other, in writing, prior to February 15th of the final school year of this Agreement.
- 419.2 Negotiations for a successor agreement to this Agreement shall commence, with the first meeting to be held on a mutually-agreeable date on or before March 1st of the final school year of this Agreement.
- 419.3 At this first meeting there shall be a simultaneous exchange of proposals in the form of specific proposed additions to, or deletions from, this Agreement.
- 419.4 The Board agrees to make available to the Association, on reasonable request to the Business Manager, any public information concerning the financial resources of the District. Copies will be at the expense of the Association.

420.0 No Strikes or Lockouts

- 420.1 During the term of this Agreement, including any extension under paragraph 423.
 - 420.11 The Association, its officers or agents, or the teachers, must not call, sponsor, advocate, engage in, or assist in any strike, slowdown or work stoppage against the Pine Valley Central School District.
 - 420.12 The District, its officers or agents, must not call, sponsor, advocate, engage in, or assist in any lockout of the teachers.

421.0 Personnel File

- 421.1 There shall be a single official personnel file for each teacher, which will contain all evaluation reports relating to that teacher and any other employment records relating to the teacher's performance. The District will designate the location of this file. The Superintendent shall be the custodian of the file.

- 421.2 Except for confidential pre-employment references and recommendations, the District will show all written material, evaluations, observations, monitoring or anonymous material pertaining to a teacher to that teacher prior to its being placed in the teacher's personnel file. Adverse information or material which is received by the District concerning a teacher will either be discarded or shown to the teacher within ten (10) school days of its receipt. At the time a teacher reviews material, he will be asked to sign it; but the teacher's signature in no way is to be construed as agreement with the content of the material. No comments will be added to the written material by the District after the teacher has signed it.
- 421.3 No notation of hearsay evidence will be placed in a teacher's personnel file.
- 421.4 A teacher may review the contents of his personnel file at any time when the administrative offices are normally open on advance notice of at least one day to the Superintendent. Except for confidential pre-employment references and recommendations, a teacher, upon request to the Superintendent, will be given one copy of any material in his file. The review of a personnel file shall take place in the presence of the Superintendent and/or his designee. A teacher may, at his option, have a representative of the Association with him during the review.
- 421.5 A teacher may submit a written answer or explanation to any material in his file and said answer will be attached to the file copy of the material to which it relates.
- 421.6 No written material of an anonymous nature will be placed in the teacher's personnel file.
- 421.7 Any information entered in a teacher's personnel file after September 8, 1986, which the teacher can prove is inaccurate, shall be removed.

422.0 Early Retirement Incentive

- 422.1 In the first year of eligibility for full retirement benefits under the New York State Teacher's Retirement System, a teacher may choose to take the Early Retirement Incentive which will consist of:

Two (2) months of family coverage or four (4) months of individual coverage for each year of teaching service in the Pine Valley Central School District. The District contribution will be based on Section 411.1 of the contract and premium rates in effect at the date of retirement. Retirees will not be eligible for prescription cards or vision care. An employee may choose to continue existing dental coverage or drop dental coverage at the time of retirement.

When notification of intent to retire under the Early Retirement Incentive is given in accordance with the time provisions of Section 412.43.

A stipend of seven thousand five hundred (\$7,500) dollars will be given each retiree.

Payment of the stipend will become part of the final year's salary.

- 422.2 An employee retiring under these provisions of the contract will have access to the grievance procedure to resolve any and all disputes concerning this section.

423.0 Term of Agreement

- 423.1 This Agreement shall remain in full force and effect until midnight June 30, 2000, and thereafter until a successor Agreement is executed with the understanding that a successor agreement has not been executed by July 1, 1995, no grievance which arises on or after July 1, 2000, shall be arbitrable if it:
- 423.11 Arises from action taken or not taken by the District because of a change in state or federal law or regulation which renders the grieved contract provision inconsistent with that law or regulation, or,
- 423.12 Arises from actions taken or not taken by the District because of unusual conditions beyond its control, such as, but not limited to, substantial changes in student enrollment, natural disaster, bankruptcy or default of a government or governmental agency or economic depression.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ASSOCIATION

ADMINISTRATION



President

Superintendent



Vice President

President, Board of Education

Dated this day of.

13th of August, 1997

APPENDIX A

GRIEVANCE FORM

NOTE: To be filled out in triplicate, one copy each for aggrieved party, Association and principal.

TO: _____ (Principal's Name)

1) Name of aggrieved party _____

2) Position: _____

3) General Nature of the Grievance: _____

4) Paragraph(s) of the Agreement violated by the District's action or failure to act:

5) Remedy the aggrieved believes the District should take:

Signature of the Grievant

*If there is more than one grievant, the same information must be listed and each must sign on the attached sheet.

APPENDIX A

(reverse side)

NOTE: THIS SIDE FOR DISTRICT USE ONLY:

1) Date of Conference, if any, with principal: _____

2) Principal's answer: _____

DATED: _____

3) Date this grievance form delivered to Superintendent's office:

4) Superintendent's Answer:

DATED: _____

APPENDIX B

PINE VALLEY CENTRAL SCHOOL DISTRICT - SOUTH DAYTON

SOUTH DAYTON, NEW YORK 14138

AGREEMENT BETWEEN THE PINE VALLEY CENTRAL SCHOOL BOARD OF EDUCATION AND THE PINE VALLEY TEACHERS' ASSOCIATION

RE: SUMMER DRIVER EDUCATION

- 1) The position of driver education instructor for Summer Program will be posted by March 1st of each year said program is to be in operation.
- 2) If no bargaining unit member applies for the position, the administration may appoint an individual from outside the bargaining unit. If a person outside the unit is thus appointed, it will be for one summer only and the position will be re-posted for the following year.
- 3) Salary: Receive salary of gross amount of weekly salary for each week taught during summer or any part thereof. Weekly salary will be based on teachers' current ten (10) month contract.

Dated: May 22, 1981

APPENDIX C

SALARY SCHEDULE

1995-96

Step	BA Salary
1	\$25,183
2	\$26,283
3	\$27,383
4	\$28,483
5	\$29,583
6	\$30,683
7	\$31,783
8	\$32,883
9	\$33,983
10	\$35,183
11	\$36,283
12	\$37,383
13	\$38,483
14	\$39,683
15	\$42,058
L1	\$42,058
L2	\$44,358
L3	\$46,308
L4	\$47,404
L5	\$48,500

Graduate Hours paid at \$135 per three (3) hour block. Masters Degree paid at the rate of \$850. Ph.D. paid at the rate of \$100 above the MA. Education Specialist and/or C.A.S. paid at the rate of \$700 above Masters.

All individuals on step receive a one time cash payment

All individuals above step 15 receive a one time payment of \$1,650

APPENDIX D

SALARY SCHEDULE

1996-97

<u>Step</u>	<u>BA Salary</u>
1	\$26,064
2	\$27,203
3	\$27,383
4	\$28,483
5	\$29,583
6	\$30,683
7	\$31,783
8	\$32,883
9	\$33,983
10	\$35,183
11	\$36,283
12	\$37,383
13	\$38,483
14	\$39,683
15	\$42,158
L1	\$43,558
L2	\$45,858
L3	\$47,808
L4	\$48,904
L5	\$50,000

Graduate Hours paid at \$135 per three (3) hour blocks. Masters Degree paid at the rate of \$850. Ph.D. paid at the rate of \$100 above the MA. Education Specialists and/or C.A.S. paid at the rate of \$700 above Masters.

APPENDIX E

SALARY SCHEDULE

1997-98

Step	BA Salary
1	\$26,976
2	\$28,341
3	\$28,533
4	\$29,633
5	\$30,733
6	\$31,833
7	\$32,933
8	\$34,033
9	\$35,233
10	\$36,333
11	\$37,433
12	\$38,533
13	\$39,733
14	\$42,208
15	\$43,608
16	\$45,908
17	\$47,808
18	\$48,904
19	\$50,500
20	\$51,375

Graduate Hours paid at \$135 per three (3) hour block. Masters Degree paid at the rate of \$850. Ph.D. paid at the rate of \$100 above the MA. Education Specialists and/or C.A.S. paid at the rate of \$700 above Masters.

APPENDIX F

SALARY SCHEDULE

1998-99

Step	BA Salary
1	\$27,920
2	\$28,532
3	\$29,532
4	\$29,733
5	\$30,833
6	\$31,933
7	\$33,033
8	\$34,103
9	\$35,333
10	\$36,433
11	\$37,533
12	\$38,633
13	\$39,833
14	\$42,358
15	\$43,758
16	\$46,000
17	\$48,000
18	\$49,100
19	\$51,300
20	\$52,500

Graduate Hours paid at \$135 per three (3) hour block. Masters Degree paid at the rate of \$850. Ph.D. paid at the rate of \$100 above the MA. Education Specialists and/or C.A.S paid at the rate of \$700 above Masters

APPENDIX G

SALARY SCHEDULE

1999-2000

Step	BA Salary
1	\$28,898
2	\$29,531
3	\$30,000
4	\$30,774
5	\$30,883
6	\$31,983
7	\$33,133
8	\$34,203
9	\$35,433
10	\$36,533
11	\$37,633
12	\$38,733
13	\$39,933
14	\$42,458
15	\$43,858
16	\$46,100
17	\$48,100
18	\$49,200
19	\$51,500
20	\$54,250

Graduate Hours paid at \$135 per three (3) hour block. Masters Degree paid at the rate of \$850. Ph.D. paid at the rate of \$100 above the MA. Education Specialists and/or C.A.S. paid at the rate of \$700 above Masters

APPENDIX H

TERMS AND CONDITIONS OF EMPLOYMENT: SMOKING

All areas, at all times, of the Elementary School and the Secondary School shall be nonsmoking except those areas specifically identified below:

AT THE PINE VALLEY HIGH SCHOOL

- 1) One faculty room (formerly known as the Men's Faculty Room) shall be set aside as a smoking faculty room.
- 2) One faculty room (formerly known as the Women's Faculty Room) shall be set aside as a nonsmoking faculty room.
- 3) Non-instructional personnel will have a smoking area provided at the mezzanine level of the boiler room.

AT THE PINE VALLEY ELEMENTARY SCHOOL

- 1) The existing faculty room (opposite the cafeteria) shall be designated as a nonsmoking area.
- 2) A smoking area shall be designated and arranged in the area currently known as the receiving room.

AT THE PINE VALLEY BUS GARAGE

- 1) The bus garage and work areas shall be nonsmoking areas. Smoking shall be allowed in the mechanics office only.

AT PINE VALLEY ELEMENTARY AND SECONDARY SCHOOL FUNCTIONS

- 1) No smoking shall be allowed in any area of the district buildings at any time.

PINE VALLEY VEHICLES

- 1) There will be no smoking at any time on district owned school buses.
- 2) There will be no smoking in any district owned vehicles while students are being transported.
- 3) If two or more persons are in a district owned vehicle, the rights of nonsmokers will take priority over the rights of smokers.

Franklin Russell, Superintendent

John O'Hagan, President PVTA

Ronald Chase, President

Carl Miller, President PV CSEA

Date: